

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

In re Patent Application of:)	Mail Stop Appeal Brief - Patents
)	
Shawn WIEDERIN)	Group Art Unit: 3694
)	
Application No.: 09/950,025)	Examiner: M. Cheung
)	
Filed: September 12, 2001)	
)	
For: SYSTEMS AND METHODS FOR)	
MONETARY TRANSACTIONS)	
BETWEEN WIRED AND WIRELESS)	
DEVICES)	

REPLY BRIEF

U.S. Patent and Trademark Office
Customer Window, Mail Stop Appeal Brief - Patents
Randolph Building
401 Dulany Street
Alexandria, VA 22314

Sir:

This Reply Brief is submitted in response to the Examiner's Answer, dated April
15, 2009.

I. STATUS OF CLAIMS

Claims 2-6, 8, 9, 12-16, 18, 19, 22-26, 28, 29, 32-36, 38, 39, and 41-45 have been rejected. Claims 1, 7, 10, 11, 17, 20, 21, 27, 30, 31, 37, and 40 were previously canceled without prejudice or disclaimer. No claims have been allowed.

Claims 2-6, 8, 9, 12-16, 18, 19, 22-26, 28, 29, 32-36, 38, 39, and 41-45 were finally rejected in the Office Action, dated August 19, 2008, and are the subject of the present appeal. These claims are reproduced in the Claim Appendix of the Appeal Brief, filed February 12, 2009.

II. GROUND OF REJECTION TO BE REVIEWED ON APPEAL

A. Claims 12-16, 18, 19, 22-26, 28, 29, 43, and 44 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent Application Publication No. 2002/0016765 to Sacks (hereinafter "SACKS").

B. Claims 2-6, 8, 9, 32-36, 38, 39, 41, 42, and 45 stand rejected under 35 U.S.C. § 103(a) as unpatentable over SACKS in view of the Examiner's Official Notice (hereinafter "OFFICIAL NOTICE"), and further in view of U.S. Patent Application Publication No. 2005/0086164 to Kim et al. (hereinafter "KIM").

III. ARGUMENTS

In the "Response to Argument" section of the Examiner's Answer (pp. 7-8), the Examiner provides additional allegations regarding the claims that have not previously been addressed. Appellants submit the following additional remarks.

The Examiner alleges (Examiner's Answer, pp. 7-8):

Sacks explicitly discloses the user employs communications uses "any type of communication or computing device, such as a computer (e.g. portable, handheld, desktop), a smart phone (e.g. WAP (wireless Access Protocol)), ..." as stated by Sacks (see ¶ 19); thus, Sacks teaches the user transmitting the information from a wireless device. In other words, Sacks teaches receiving information from a wireless device associated a user. Sacks further teaches the information transmitted from the user comprising email address, user name, address, telephone number (see ¶ 42-43) that correspond to the appellant's payee identification information, financial information such as credit card or bank account information (¶ 43) corresponds to the appellant's user information, and the quantity of an item being purchased (¶ 44) corresponds to the appellant's amount information as claimed. Therefore, Sacks teaches receiving payee identification information, user information, and amount information from a wireless device associated with a user.

Appellants disagree with the Examiner's allegations.

At paragraph 0019, SACKS discloses:

FIG. 1 is a block diagram depicting one embodiment of the invention. In FIG. 1, buyer 102 first connects to seller or seller site 104 to make a purchase or arrange some other form of electronic transaction. Buyer 102 may employ virtually any type of communication or computing device, such as a computer (e.g., portable, handheld, desktop), a smart phone (e.g., WAP (Wireless Access Protocol)), a two-way pager, etc. Similarly, seller 104 may comprise any number, type or form of computer systems or web sites, using any type of application, web or communication server.

This section of SACKS discloses that buyers and sellers may use any type of computing device, such as desktop computers, handheld computers, smart phones, or two-way pagers, to facilitate the payment processing system of SACKS. Contrary to the

Examiner's interpretation, this section of SACKS does not disclose or suggest receiving payee identification information, and amount information from a wireless device associated with a user, as recited in claim 43. In fact, paragraph 0019 of SACKS does not disclose or suggest receiving any information from a wireless device, except perhaps a connection request received by a seller site 104. Thus, while this section of SACKS discloses that buyer 102 may employ a smart phone, this section of SACKS does not disclose or suggest any information being received from the smart phone.

At paragraphs 0042-0043, SACKS discloses:

In state 316 of this method of the invention, the payment processor creates an account for a new or unregistered buyer. The buyer is requested to provide her electronic mail address, which will be used as her account name, and to select a password. In this embodiment, the buyer's account may be used for purposes other than processing a payment with the seller. For example, the buyer's account may be used to send or receive a payment to/from any other user of the system and, possibly, any person having a unique electronic mail address or other unique identifier.

In state 318, the payment processor receives or elicits payment or financial information from the buyer. In particular, the buyer may be prompted to identify a credit card or bank account for paying for the immediate transaction and/or for funding an account for the buyer with the payment processor. The buyer may also be requested to provide other data, such as his or her name, address, telephone number, etc. The various data requested by the system may be used to (further) verify the buyer's identity, identify an appropriate account or instrument for funding the transaction, etc.

This section of SACKS discloses that a buyer provides an email address and a password for creating an account for the buyer. This section of SACKS further discloses that the buyer may be prompted to provide a credit card or bank account for paying for an immediate transaction and/or for funding an account, and a name, address, and telephone

number for verifying a buyer's identity and identifying an appropriate account or instrument for funding a transaction.

The Examiner alleges that SACKS' email address, user name, address, and telephone number correspond to the recited payee identification information (Examiner's Answer, p. 8). Appellants submit that the Examiner's allegation is factually incorrect.

As indicated above, SACKS specifically discloses that the buyer can provide his/her email address, which is used for the buyer's account name. Thus, at best, the buyer's email address in SACKS would correspond to payer account identification information and not, as the Examiner alleges, payee identification information. SACKS in no way discloses or suggests that the buyer's email address identifies a payee.

Similarly, SACKS specifically discloses that the buyer can provide his/her name, address, and telephone number. Thus, at best, the buyer's name, address, and telephone number in SACKS would correspond to payer identification information and not, as the Examiner alleges, payee identification information. SACKS in no way discloses or suggests that the buyer's name, address, and telephone number identify a payee.

One skilled in the art would not reasonably construe SACKS' buyer-provided information as corresponding to payee identification information. Moreover, the Examiner provides no explanation as to how the above disclosure of SACKS can reasonably be construed as disclosing payee identification information, based on which, for example, as recited in claim 42, a second account associated with a payee is identified. Thus, the Examiner has not established a proper case of anticipation with respect to, for example, claim 42.

The Examiner further alleges that SACKS' credit card or bank account information corresponds to the recited user information (Examiner's Answer, p. 8). Appellants submit that the Examiner's allegation is factually incorrect.

As indicated above, SACKS specifically discloses that the buyer can provide credit card or bank account information that can be used to fund a current transaction or an account of the buyer. Thus, at best, the credit card or bank information identifies a financial account associated with the buyer. SACKS in no way discloses or suggests that the credit card or bank account information corresponds to user information, where, for example, as recited in claim 42, the user information includes information identifying a wireless device associated with the user. The Examiner provides no explanation as to how the buyer's credit card or bank account information, as disclosed in SACKS, can reasonably be construed as user information that includes information identifying a wireless device associated with the user, as recited in claim 42. Thus, the Examiner has not established a proper case of anticipation with respect to, for example, claim 42.

At paragraph 0044, SACKS discloses:

In state 320, details of the transaction and/or the method of payment are displayed. One or more of the details may be alterable by the buyer (e.g., quantity of an item being purchased, shipping method, shipping address, credit card, insurance). When the details are acceptable to the buyer, she may select an option to process her payment. Otherwise, she may cancel the transaction.

This section of SACKS discloses the display of the transaction and/or the method of payment. This section of SACKS further discloses that the buyer can alter one or more of the provided details, such as the quantity of an item being purchased, the shipping method, the shipping address, the credit card, and the insurance.

The Examiner alleges that SACKS' quantity of the item being purchased corresponds to the recited amount identification information (Examiner's Answer, p. 8). Appellants submit that the Examiner's allegation is factually incorrect.

As indicated above, SACKS specifically discloses that the buyer can alter the quantity of the item being purchased. SACKS' indication of the quantity of the item being purchased cannot reasonably be construed as amount information, based on which, for example, as recited in claim 42, funds are transferred between the first account and the second account. Clearly, SACKS does not disclose or suggest transferring funds between a first account and a second account, based on an indication of the quantity of the item being purchased, as would be required based on the Examiner's interpretation of claim 42. Instead, any transfer of funds in SACKS would be based on the dollar value of the purchase, including, for example, taxes, shipping charges, etc.

For at least the foregoing reasons and for those reasons set forth in the Appeal Brief, Appellants submit that the rejections of claims 2-6, 8, 9, 12-16, 18, 19, 22-26, 28, 29, 32-36, 38, 39, and 41-45 are improper. Accordingly, Appellants request that the rejections of these claims be reversed.

IV. CONCLUSION

In view of the foregoing arguments and at least those arguments presented in the Appeal Brief, Appellants respectfully solicit the Honorable Board to reverse the Examiner's rejections of claims 2-6, 8, 9, 12-16, 18, 19, 22-26, 28, 29, 32-36, 38, 39, and 41-45 under 35 U.S.C. §§ 102 and 103.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account No. 50-1070 and please credit any excess fees to such deposit account.

Respectfully submitted,

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Date: June 3, 2009

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